

REGULATIONS OF THE PROGRAMME

"RECOMMEND A FRIEND TO SPYROSOFT"

1. DEFINITIONS

Whenever the Regulations refer the following, it should be understood under the disclosed definitions:

- 1.1. **Spyrosoft** – Spyrosoft S.A. with its registered office in Wrocław, Pl. Nowy Targ 28, 50-141 Wrocław, entered into the register of entrepreneurs, registered in the National Court Register under the number 0000616387, tax identification number (NIP) PL8943078149, share capital of PLN 106,756.60, also referred to as the Organiser.
- 1.2. **Programme** – a programme organised by Spyrosoft, specified in detail in these Regulations, used to help in recruiting specialists for positions announced on www.spyro-soft.com.
- 1.3. **Recommending Person** - a natural person who, during the Programme, provided the contact details or CV of the applicant with their knowledge and consent. A Recommending Person cannot be a member of the Organiser's Management Board or an Affiliate, as well as Business Unit Directors, C-Level Managers, Line and Site Managers and Recruiters cooperating with them.
- 1.4. **Candidate** – a technical person appointed by the Recommending Person in accordance with the terms of the Programme, who is not an employee of the Spyrosoft and who has not yet started the recruitment process at the Spyrosoft (including such roles as: Project Manager, Product Owner/Manager, Scrum Master, Business/ System Analyst and related), technically verified as a person with competences not less than Junior.
- 1.5. **Employee** – a person who cooperates with the Spyrosoft or with an Affiliate on the basis of any form of cooperation.
- 1.6. **Affiliate** – entities related personally or by capital to the Spyrosoft, including subsidiaries within the meaning of the Commercial Companies Code, both with their registered office in the territory of the Republic of Poland and abroad.

2. GENERAL PROVISIONS

- 2.1. The subject matter hereof is to define the principles of the Programme.
- 2.2. The Organiser of the Programme and the entity solely authorised to interpret these Regulations shall be the Spyrosoft.
- 2.3. Spyrosoft may decide to terminate the Programme at any time.
- 2.4. A person who is an Employee of the Spyrosoft may receive information on current job offers from the following sources:
 - Offers posted on the website: spyro-soft.com in the "CAREER" tab,
 - Other web portals where Spyrosoft offers are posted.
- 2.5. A person who is not an employee of the Spyrosoft may receive information about offers:
 - From the website: spyro-soft.com in the "CAREER" tab,
 - Other websites on which Spyrosoft offers are posted.
- 2.6. In the case of recommending a Candidate with a selected specialisation, without specifying a specific job offer, the Candidate's contact details or CV should be sent to the following address: careers@spyro-soft.com or to a Spyrosoft representative of one's choice dealing with recruitment activities.

2.7. These Regulations shall be available on the intranet website: Intranet -> Referral Programme and on the Spyrosoft website at www.spyro-soft.com.

2.8. Participation in the Programme is voluntary and is tantamount to acceptance of these Regulations.

3. PROGRAMME TERMS AND CONDITIONS

3.1. As a recommendation, the following information can be interpreted:

- Candidate's name and surname with contact details (telephone number or email), or
- CV with contact details (phone number or email)

3.2. The use of the Candidate's contact details by the Spyrosoft shall be possible only when the Candidate is informed about the disclosure of its data, agrees to it, in particular by including a clause regarding personal data in the CV, is interested in cooperation and starting the recruitment process at the Spyrosoft.

4. TERMS AND CONDITIONS FOR ACCEPTING RECOMMENDATION

4.1. A recommendation should be accepted and approved if:

- the recommended Candidate does not appear in the Spyrosoft internal database when accepting the recommendation, or
- the recommended Candidate is already in the internal Spyrosoft database, but at the time of accepting the recommendation as well as in the period of 3 months prior to the acceptance of the recommendation, the Recommended Candidate does not participate in any recruitment process, ie no recruitment activities were performed with their participation.

4.2. The recommendation shall expire after 3 months. It may be renewed if, at the time of renewal of the recommendation, the Recommending Person confirms that the indicated Candidate is still interested in working at the Spyrosoft.

4.3. The recommendation shall be rejected if:

- the Candidate is already participating in any recruitment process at the Spyrosoft at the time of the Candidate's recommendation.

4.4. Information on the acceptance or rejection of the recommendation will be sent to the Recommending Person within 5 business days of receiving the recommendation by the Spyrosoft.

5. RECOMMENDATION REMUNERATION

5.1. The Recommending Person shall be entitled to the remuneration in the amount of:

- 5.1.1. 5.000 PLN, if the Candidate is employed in the recruitment process at the Spyrosoft or its Affiliates based in the Republic of Poland,
- 5.1.2. 8.000 KRK, if the Candidate is employed in the recruitment process at the Spyrosoft or its Affiliates based in Croatia,
- 5.1.3. 1.000 EUR, if the Candidate is employed in the recruitment process at the Spyrosoft or its Affiliates based in Germany,
- 5.1.4. GBP 250, if the Candidate is employed in the recruitment process with Spyrosoft or its Affiliates based in the UK.

6. TERMS AND CONDITIONS OF THE RECOMMENDATION REMUNERATION

6.1. The amount indicated in point 5.1 is the gross amount in the event that the Recommending Person cooperates with the Spyrosoft on the basis of an employment contract, contract of mandate or contract for specific work, or net if the Recommending Person cooperates with the Spyrosoft as a separate entrepreneur on the basis of a service contract.

6.2. The remuneration for the recommendation is due after:

6.2.1. 1 month from the date the Candidate commences cooperation with the Spyrosoft or the Affiliate based in the Republic of Poland, Croatia, Germany,

6.2.2. 6 months from the date the Candidate commences cooperation with the Spyrosoft or the Affiliate based in the United Kingdom.

6.3. Form of payment of recommendation remuneration:

- Recommendation from the Spyrosoft's Employee:
 - if the Recommending Person cooperates with the Spyrosoft on the basis of an employment contract specific task contract or mandate contract, the remunerations shall be paid together with the monthly remuneration calculated by the Spyrosoft, after the expiry of the period specified in paragraph 6.2. above.
 - if the Recommending Person cooperates with the Spyrosoft as a separate entrepreneur on the basis of a service contract, on the basis of a separate invoice, issued not earlier than after the expiry of the period specified in paragraph 6.2. above, payable within 14 days from the date of its delivery to the Spyrosoft.
- Recommendation from the person who is not the Spyrosoft's Employee:
 - Persons not conducting a business activity: specific work contract with the Spyrosoft.
 - Persons conducting business activity: VAT invoice.

7. PERSONAL DATA

7.1. The Recommending Person, by providing the Candidate's personal data, consents to the processing of personal data, while acknowledging that:

7.1.1. the administrator of personal data of the Recommending Person shall be the Spyrosoft, hereinafter referred to as the Administrator; The Administrator shall conduct the processing of personal data of the Recommending Person,

7.1.2. personal data of the Recommending Person shall be processed in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the "GDPR Regulation".

7.1.3. personal data of the Recommending Person will be processed on the basis of art. 6 sec. 1 lit. a) of GDPR regulation,

7.1.4. personal data of the Recommending Person will be provided to the accounting company, as well as the entities related to the Administrator within the meaning of art. 4 § 1 point 5 of the Commercial Companies Code,

7.1.5. the Recommending Person shall be entitled to:

- requests from the Administrator to access its personal data, rectify it, delete or limit the processing of personal data,
- raising an objection to such processing,
- transfer data,
- lodging a complaint to the supervisory body, i.e. the President of the Personal Data Protection Office,
- withdraw the consent to the processing of personal data (applies to data processed based on Article 6 (1) (a) of the GDPR Regulation); withdrawal of the consent will not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal

7.1.6. personal data of the Recommending Person shall not be subject to automated decision making, including profiling,

7.1.7. personal data of the Recommending Person will be kept for the period resulting from legal provisions (storage of personal files, storage of tax documentation, limitation of claims).

8. FINAL PROVISIONS

8.1. All matters related to the implementation of the Programme should be sent to the e-mail address: careers@spyro-soft.com

8.2. Spyrosoft reserves the right to change the provisions hereof, provided that it shall not violate the rights already acquired by the Recommending Persons. Spyrosoft will inform about each change herein in the Intranet communication channels and on the website within 3 working days before the changes are introduced.

8.3. In matters not covered hereby, the relevant provisions of Polish law, in particular the Polish Civil Code, will apply.